Ciamporcero, Alan (DC)

From:	Candence McCuen [cmccuen@Genuity.com]
Sent:	Friday, June 09, 2000 11:43 AM
To:	ACiamporcero@dcoffice.gte.com
Cc:	iparker@Genuity.com; sgalebac@Genuity.com; bruce.brafman@hq.gte.com; leonard.suchyta@hq.gte.com; peter.plaut@telops.gte.com
Subject:	FW: SOWS IT Transition Services Agreement

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Enclosed are the revised SOWs under the IT Transition Services Agreement as follows: (1) Computing Infrastructure Services- GTE to Genuity. Added at the end of Section 1.1 that SOW may not be renewed; (2) Continuing Operations Support for Applications- GTE to Genuity. Added at the end of section 1.1 that SOW may not be renewed; (3) Consulting Services-GTEDS to Genuity. Added at the end of section 1.1 that SOW may not be renewed; (4) TBS Releases. Added at the end of section 1.1 that SOW may not be renewed; (5) TBS Performance Improvements. Added at the end of Section 1.1 that SOW may not be renewed; (5) TBS ASR Processing. Added at the end of section 1.1 that SOW may not be renewed; (6) Smallworld Release 5. Added at the end of intro paragraph that SOW may not be renewed; (7) Interface to CSR. Added to end of first paragraph under 1.1 that SOW may not be renewed; (8) Continuing Operations Support for SAP R/3. At end of first paragraph in Section 1.0 added that SOW may not be renewed; (9) SAP/HR Common Development. At end of first paragraph in section 1.1 added that SOW may not be renewed; (10) Computing Infrastructure Services - Genuity to GTO. Added at end of section 1.1 that SOW may not be renewed; (11) Business Application Support Services- Genuity to GTO. Added at end of section 1.1 that SOW may not be renewed; (12) Computing Infrastructure Services- Genuity to GTE. Added at end of Section 1.1 that SOW may not be renewed.

Certain Statements of Work under the IT Transition Services Agreement did not need to be revised because their Terms are already less than one year. Consequently, they are not included. For informational purposes, those Statements of Work are as follows: (1) GNI Performance Management, etc.; (2) GNI Integrated Testing; (3) GNI Customer-Network Management; (4) GNI Intelligent Reporting and Analysis; (5) SiteRadar Project; (6) Modeling for IP, ATM, SONET; (7) Spam Fingerprinting; (8) BART 3.0; (9) SCPT Production Deployment; (10) SAP Human Resources/payroll System;

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Statement of Work
Between
GTE Service Corporation
And
Genuity Solutions Inc.
To Provide Support For:
Computing Infrastructure Services

1.0 Management Summary

1.1 Introduction

This Statement of Work is appended to the Agreement for IT Transition Services dated
_____, 2000 by and between Genuity Solutions Inc. ("Genuity") and GTE
Service Corporation and its affiliates and shall be governed by the terms and conditions thereof.
The services described herein shall be provided by GTE Data Services Incorporated ("GTEDS")
for a period of up to 12 months effective upon the Effective Date of the Agreement for IT
Transition Services. This Statement of Work may not be renewed.

1.2 Executive Summary

GTEDS is currently providing computing infrastructure information technology services to
Genuity. These computing infrastructure services include providing phone and desk-side support
to Genuity personnel and their desktop computing equipment ("End User Support"); providing
network connections and transmission for Genuity personnel and equipment ("Network Support");
supporting shared computer hardware and software utilized by Genuity personnel to accomplish
business functions ("Server Operations and Support"); and supporting telephonic services (voice
and FAX) for Genuity personnel ("Voice Services and Support"). All interLATA
telecommunications services provided are in compliance with Section 271.

These services are required during the separation and transition of Genuity due to Genuity's
short-term inability to provide these services due to the particular locations of the Genuity
personnel or equipment, the skills required to provide these services at the sites, or the lack of
Genuity labor at these locations to apply to these services.

Genuity will receive these services for up to 12 months effective upon the date of execution of the
Agreement.

2. Scope of Work

Computing Infrastructure Services are being provided by GTEDS to Genuity which include the
following service areas and general areas of activity:

End User Support, which consists of the following activity areas:
- Help Desk Support
- ID Management and
- Fault Isolation and Problem Resolution

All problems and service requests will be reported to the GTEDS National Support Center
(NSC). The NSC will log and track problems using the Infoman information system. Problems
not reported through the NSC may not be logged and tracked properly.

Network Support, which consists of the following activity areas:
- LAN/WAN Implementation, Access, and Management
- Network Security

- InterWAN Access
- Fault Isolation and Problem Resolution

For those locations and items specified in Attachment A, GTEDS will provide Local Area and Wide Area network Implementation, access, and management. GTEDS will provide wide area network availability and monitoring from the designated GTEDS data center to the Genuity location and to designated Genuity data centers. GTEDS has management responsibility for all equipment and circuits that provide the network connection to the contracted computing equipment. The network will be designed and modified as necessary to ensure that the business needs are met and effective technology is utilized. GTEDS will perform network planning and capacity management planning based on the receipt of required information concerning transaction volumes and timing, etc. from Genuity. If an outage occurs, appropriate notifications will be made.

Server Operations and Support, which consists of the following activity areas:
- NT Client/Server Support
- Operations Monitoring
- Fault Isolation and Problem Resolution

For those locations and items specified in Attachment A, GTEDS will provide server support and management for home share and print servers designated in SOW. Servers will be added to meet and maintain service levels based on designated users base supported by this SOW. Server monitoring will be performed 24hours x 7days with fault isolation and problem resolution.

GTEDS will provide facilities management services to house and support the servers with their peripheral configuration of DASD, printers, and network required to support Genuity.

The configuration of each supported server will be defined during the implementation of the server.

GTEDS will provide console operations to support all servers covered by this agreement. System performance technicians will monitor the CPU and all associated tasks and applications. GTEDS is responsible for the detection and correction of faults within the environment and for restoration of customer systems after failure.

GTEDS is responsible for the support of all contracted hardware and associated system software listed in the inventory, Attachment B (not included).

GTEDS is responsible for the physical and logical security of the contracted equipment defined. GTEDS is additionally responsible for logging proper and illegal access, providing a way to audit security information, rectifying security breaches and addressing unauthorized use of the system. System security is provided through the following activities:
- Physical security of the GTEDS data center
- Logical security via limited, authorized use of system resources
- Perform User ID administration in accordance with customer requirements
- Maintain ownership of the system level password.
- Perform electronic recording/monitoring of system usage with available systems tools for audit purposes as needed
- Monitor and log firewall accesses

GTEDS will maintain all activities associated with tape management in support of Genuity production processing. The tape operations staff will also be responsible for shipping and receiving tapes from the off-site storage facility and customer requested location. Backups will be performed per requirements provided by Genuity. GTEDS is responsible for documenting the backup, tape rotation and storage per Genuity request.

Voice Services and Support, which consists of the following activity areas:
- PBX/Phone Implementation, Access, and Management
- Voice and Data Circuit Management
- Fault Isolation and Problem Resolution

For those locations and items specified in Attachment A, GTEDS will provide support for voice services and PBX systems. Included in this support will be the following:
- Moves, Adds, & Changes (Moving phone sets to new locations, Adding New Phone Sets/Service, Changing Passwords for Voicemail)
- Repairs (No dial tone, Can't call out or receive calls)
- Name Connector (Update Name & Number changes)
- Maintenance (Bi-weekly backups)
- Traffic Studies (Performance Studies – Trunk & Routes)
- Internal Business Support (Attend project meetings, create & maintain cut sheets, ordering & managing contract wire companies)
- Circuit Management (Ordering/Installing/Managing ISDN, ISDN Circuits for Televideo, ISDN Circuits for PBX Switch, ISDN Circuits for Data)
- Ordering/Managing DS1/DS3 for internal LAN/WAN
- Major Project moves & Restacks
- Order and manage 800 numbers as needed

2.1 Contract Type

This is a **Fixed Unit Price** Statement of Work. Each service element has a unit defined and a monthly price per unit.

2.2 Compensation Authorization

The funding authorized for this Statement of Work is delineated in Attachment A. Each site or item covered has a unit defined, a baseline number of units, and a monthly charge per unit. Certain one-time charges to specific service elements may apply and are delineated in Attachment A.

2.3 GTEDS Responsibilities
- Perform daily operational activities to ensure that production activities are performed and controlled as required.
- Detect and correct faults within the environment.
- Communicate system outages to customers in a timely manner.
- Restore customer systems after a failure.
- Provide infrastructure and/or system support and install vendor upgrades.
- Evaluate customer requests and prepare associated impact statements.
- Support Infrastructure and system software.
- Perform network monitoring between the data center and customer premises.
- Provide production operational support of outsourcing solution.
- Provide operational support for application production processing and development environments.
- Perform capacity and technical planning for outsourcing solution evolution.
- Respond to and resolve Incident Reports per terms of the service levels.
- Document technical and operational designs, plans and ongoing support processes.
- Maintain system software inventory.
- Prepare, install, and certify system software releases.
- Perform problem analysis and resolution
- Budget for, order, and plan upgrades for current inventory of software.

- Monitor and optimize DASD, tape and servers and perform recovery operations if required.
- Plan, control and manage all hardware and software system changes.
- Perform User ID administration in accordance with customer requirements.
- Monitor and log firewall access.
- Implement new servers as requested by Genuity through a statement of work.
- Perform file back ups and recovery per requirements from Genuity.
- Provide requested periodic reporting of effort and/or performance.
- Attend monthly performance review meetings to present performance against service levels and review account status.

2.4 Key Personnel

GTEDS shall assign Key Personnel to participate in the execution of this Statement of Work as required by Genuity.

2.5 Travel

When travel needs arise, GTEDS will identify and request authorization and approval from Genuity prior to travel.

2.6 Service Level Agreements

GTEDS and Genuity may, upon mutual agreement, develop and implement Service Level Agreements for any supplied Computing Infrastructure Service. These agreements will specify the details of service operations including scheduled hours of operation, scheduled outages for maintenance, change management, and other operational activities; incident and outage management, including target restoration times, escalation, outage reporting; and service performance, including mutually agreeable service performance metrics and targets for such metrics.

2.7 GTEDS and Genuity Contacts

(To be Supplied)

2.8 Approvals

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below to be effective as of the date specified above.

GENUITY SOLUTIONS INC.   **GTE DATA SERVICES, INC.**

By - Signature   By - Signature

Printed Name   Printed Name

Title   Title

Date   Date

Attachment A to Combined CI SOW -- Matrix of Service Areas, Service Area Elections, and Service Pricing

Computing Infrastructure Service Area Name	Alpharetta, GA	GNI	Irving, Texas
Service Area Description	Support for Genuity employees located in Alpharetta	Support for Application Servers and Networks supporting Application Servers (specified below and in Attachment B)	Support for Genuity employees and related infrastructure located in Campus Circle, Williams Square, Chesapeake, GNOC, and Grapevine

Service Elections

	Alpharetta, GA	GNI	Campus Circle	Williams Square	Chesapeake	GNOC	Grapevine
End User-Desktop Support	yes	no	yes	yes--phone only	yes--phone only	yes--phone only	yes--phone only
Network Support	yes	yes	yes	no	no	no	no
Server Support	yes	yes	yes	no	no	no	no
Voice Support	yes	no	yes	yes--phone only	yes--phone only	yes--phone only	yes--phone only

Pricing Mechanism	pricing term	Unit Price	baseline volume *	Cost per Month	One-Time Costs	Cost per Month	Cost per Month
Tier 1 Per User pricing -- voice support only	per user per month	$75	0	$0			
Tier 2 Per User Pricing – End User, Server, Network, and Voice Support	per user per month	$100	25	$2,500			
WAN, LAN or Voice Service Installation or Removal	Per event	$100	0	$0			
Fixed Price for Labor	negotiated fixed price per month						$197,438.00
Fixed Price for Hardware and Software	negotiated fixed price per month						$59,722.00
Fixed Price for Network	negotiated fixed price per month						$65,655.00
Per Server Support	negotiated price per server per month				ICGS	$3,241	
					IRV	$5,582	
					GRS	$18,995	
					Smallworld	$220,020	
					TBS	$43,000	
					Help Desk	$26,325	
					OMS/Nx	$17,758	
One-Time Charges	Negotiated				Cost of Right-to-Use for ICGS $480,480		
Total Monthly Charges				$2,500		$334,921	$322,815.00

* baseline volumes will be adjusted on the last business day of each month by counting the end users

Statement of Work
Between
GTE Service Corporation
and
Genuity Solutions Inc.
To Provide
Continuing Operations Support
For Applications

1. Management Summary

1.1. Introduction

This Statement of Work is appended to the Agreement for Information Technology Transition Services ("Agreement") dated _____, 2000 by and between Genuity Solutions Inc. ("Genuity") and GTE Service Corporation and its affiliates and shall be governed by the terms and conditions thereof. The services described herein shall be provided by GTE Data Services Incorporated ("GTEDS") for a period of up to 12 months effective upon the Effective Date of the Agreement for IT Transition Services. This Statement of Work may not be renewed.

1.2. Executive Summary

GTEDS is providing currently computing continuing operations support for some Genuity applications. Computer applications are computer programs that perform or support Genuity business functions. Continuing operations support comprises those activities that keep these applications performing correctly and efficiently, including remedial action in the event of errors or failures.

These services are required during the separation and transition of Genuity due to Genuity's short-term inability to provide these services due to the particular skill sets involved in continuing operations, the experience levels of current GTEDS continuing operations personnel, and the knowledge inherent in these personnel.

Genuity will receive these services for a maximum period of 12 months effective upon the date of execution of the Agreement.

2. Scope Of SOW

Software support and maintenance services are to be provided by GTEDS relative to certain Applications. These support and maintenance services may include, but are not necessarily limited to, the following tasks:
- Maintaining software environment(s) associated with an application, including, as appropriate, production, test, and development environments
- Correcting code defects when identified in the form of an Incident Report
- Unit testing code defects
- Implementing code fixes and work-arounds as necessary to restore service and correct defects
- Providing responses to application and technical questions
- Communicate system outages to customers in a timely manner
- Restore customer systems after a failure
- Provide infrastructure and/or system support and install vendor upgrades
- Evaluate customer requests and prepare associated impact statements
- Providing requested periodic reporting of effort and/or performance
- Perform daily operational activities to ensure that production activities are performed and controlled as required
- Detect and correct faults within the environment
- Attend monthly performance review meetings to present performance and review status

For each supported Application, Genuity will specify which of these activities are to be performed.

2.1. Contract Type

This is a Time and Material SOW.

2.2. Compensation Authorization

This Statement of Work has not-to-exceed labor hours, labor costs and other costs identified for each Application to be supported. These not-to-exceed values are tabulated in Attachment A. GTEDS will not exceed these expenditures of labor or costs without prior approval by Genuity.

2.3. Responsibilities

2.3.1. GTEDS Responsibilities

— Provide vendor management for any 3rd party software, including communicating business needs to Vendor and working with Vendor to get incidents fixed and functionality developed; serving as a focal point for the customer to get information on incidents that have been forwarded to the Vendor for resolution; and receiving, testing, and installing maintenance fixes from the Vendor

— Diagnose & correct defects in the system environment

— Provide temporary workarounds, if necessary

— Complete repair within dates as agreed to with the user (Customer commitment date)

— Coordinate implementation of all maintenance related changes into the production environments

— Provide outage management and notification

— Provide pager support for the time periods specified in Attachment A

— Create and monitor system backups

— Conduct ongoing operations support, including coordinating planned downtime; coordinating processing schedule changes; performing proactive maintenance to eliminate / prevent faults; monitoring, tracking, updating, and reporting on incident reports; and performing outage follow-ups and participating in technical outage reviews

2.3.2. Genuity Responsibilities

— Provide workstation desktop support to end users

— Provide desktop application interoperability testing

— Reporting incidents to the National Support Center

— Design, coordinate, and conduct user acceptance testing of defect corrections and workarounds

— Provide an Genuity representative as required to be available to GTEDS when GTEDS is performing services, whether those services are being performed via telephone or at the customer's site.

— Provide Application-pertinent data such as logs, reports, and data not otherwise available to GTEDS to support GTEDS responsibilities

2.4. Key Personnel

Key Personnel assigned by GTEDS to participate on this SOW are identified in Attachment A.

2.5. Travel

Travel requirements are on a time and material basis per Genuity request.

2.6. Contacts

Contacts for GTEDS and Genuity are identified in Attachment A.

2.7. Service Level Agreements

GTEDS and Genuity may, upon mutual agreement, develop and implement Service Level Agreements for any supported Application. These agreements will specify the details of service operations including

scheduled hours of operation, scheduled outages for maintenance, change management, and other operational activities; incident and outage management, including target restoration times, escalation, and outage reporting; and service performance, including mutually agreeable service performance metrics and targets for such metrics.

3. APPROVALS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below to be effective as of the date specified above.

GTE Data Services, Incorporated	Genuity Solutions Inc.
By - Signature	By – Signature
Printed Name	Printed Name
Title	Title
Date	Date

Attachment A to Combined COPS SOW -- Matrix of Supported Applications

Application Name	ICGS	Smallworld	TBS	GRS	OMS/Nx	Astrocon Connection Manager
Application Description	Takes asset records & their locations and determines the property taxes that apply given knowledge of all the tax laws.	Network Engineering Design CAD & Inventory DB system	Telecom Business System - Service Fulfillment Resource Allocation & Circuit Design System	GNI Repository Services - uses data from network element discovery tools to represent an as-is view of the network inventory & topology - used for validation of hand-maintained inventory databases	To be supplied	Allows flow-through activation of SONET and ATM services
Not-to-Exceed Labor and Costs (for total SOW)						
Labor Hours	736	13,636	10,974	7,923	1,369	6,165
Labor Costs	$103,406.00	$1,474,040.00	$1,212,338.00	$821,625.00	$192,563.00	$866,250.00
Computer Support	$11,040.00	$204,540.00	$164,610.00	$118,845.00	$20,535.00	$102,635.00
Pager Support Timeframe	8 hours (business hours) by 5 days per week (Monday-Friday)	24 hours by 7 days	N/A	24 hours by 7 days	N/A	24 hours by 7 days
Hours of Operation	TBA	TBA	TBA	24X7 except for maintenance windows	TBA	24X7 except for maintenance windows
Scheduled System Maintenance Windows	TBA	TBA	TBA	Non-disruptive (service remains available) 12:00AM to 4:00AM daily Disruptive (service not available) 1:00AM to 5:00AM Sunday	TBA	TBA
Key GTEDS Personnel	TBA	TBA	Dana Grigson, Bob Clark, Kaumul Patel, Mary Esch	TBA	TBA	TBA
Contacts						
GTEDS Title	GTEDS Project Manager	GTEDS Project Manager	GTEDS Project Manager	GTEDS Project Manager	GTEDS Project Manager	GTEDS Project Manager
Name	Tony Fontanella	Tony Fontanella	Dana Grigson	John Gravitt	TBA	TBA
Address	One Telecom Parkway E Mail Code 20M Temple Terrace FL	One Telecom Parkway E Mail Code 20M Temple Terrace FL		One Telecom Parkway E Mail Code 20M Temple Terrace FL		
Telephone	813-272-8591	813-272-8591	972-718-5087	813-978-4600		
Fax	813-301-0340	813-301-0340		813-978-4610		
Genuity Title	Genuity Project Manager	Genuity Project Manager	Genuity Project Manager	Genuity Project Manager	Genuity Project Manager	Genuity Project Manager
Name	Cathy Setinsek	TBA	Jeanine Barker	David Baxley	TBA	TBA
Address	5800 Campus Circle Drive Irving TX		5221 O'Connor Blvd Irving TX 75039	5800 Campus Circle E Irving TX 75063		
Telephone	972-465-6688		972-791-4884	972-465-6338		
Fax	972-465-6576		972-792-3077	972-465-6576		

Statement of Work
Between GTE Data Services, Inc. and Genuity Solutions Inc.
To Provide Consulting Services

This Statement of Work along with all attachments hereto shall be considered GTE Data Services
Proprietary/Confidential Information

1 Management Summary

1.1 Introduction

This Statement of Work (SOW), GTEI00018 – Consulting Services, is issued pursuant to, and
incorporates by reference herein the Agreement for IT Transition Services effective as of
_____, 2000 between GTE Data Services Incorporated ("GTEDS") and
Genuity Solutions Inc. ("Genuity").

When mutually signed for implementation, this SOW becomes contractually binding on Genuity and
GTEDS under the terms and conditions of this signed SOW and the Agreements referenced in this
section.

This SOW outlines the tasks required by GTEDS for providing Consulting Services. The Period of
Performance for this SOW is up to one year from the effective date. This SOW may not be renewed.

1.2 Executive Summary

GTEDS is currently providing application-specific subject-matter expertise to Genuity to support
miscellaneous Genuity business application analysis, requirements gathering, and other business
application professional tasks. This expertise cannot be replaced by Genuity in the short term, and
thus these services are required during the separation and transition period. GTEDS will provide
these professional services on an as-requested basis to Genuity.

Genuity will receive up to 2,000 hours of these services during the 12 month period.

2 Scope Of SOW

2.1 Objective

GTEDS is providing this statement of work to Genuity for the purpose of providing general consulting
services. The current cap of 2000 hours has been established for this SOW. This SOW allows
Genuity to request resources on an as-needed basis via the change-control process.

GTEDS will provide application-specific subject-matter expertise as requested by Genuity.
The subject-matter consultant will participate in activities including but not limited to:

- Requirements sessions
- High Level Design
- Detailed Design
- Code and Unit Test
- Linkage Test
- System Test

- User Acceptance Test
- Documentation
- Architecture and other Technical issues
- Transitioning of project responsibilities
- Training on existing systems architecture and internals

These resources will possess prior application-specific experience.

2.2 Contractor's Use of Subcontractor

GTEDS shall obtain Genuity's prior written approval for any other contractor, subcontractor, or consultant to perform any work effort under this SOW.

2.3 Resource Removal

In the event that resources need to be replaced during the course of the project, GTEDS will abide by the following rules or by the procedures defined in the Consulting Agreement.

GTEDS will ensure that GTEDS' resources applied to this SOW receive the necessary level of training for that resource to be effective. GTEDS will ensure that any resource moving to another project will be transitioned appropriately with a replacement resource of a similar skill level; as a general practice, GTEDS will give thirty (30) days notice, however, this can be waived for personal situations that may arise outside of GTEDS' control.

If an issue arises where Genuity is not satisfied with the resource being added to the project then it will be escalated immediately.

2.4 Skills Transfer

GTEDS will work with Genuity personnel during this effort to guarantee that proper knowledge transfer occurs. Genuity will provide dedicated key resources that will be supporting this application on a going forward basis.

2.5 Problem Identification

Genuity and GTEDS shall document problems identified during all project tasks. The project managers of both Genuity and GTEDS shall identify the severity of the problem and solution to resolve the problem. These problems will be discussed and resolved as quickly as possible. These discussion are to be held, but not limited to, in status meeting, management check point meetings, etc.

2.6 Contract Type/Pricing

2.6.1 Charges

Genuity shall compensate GTEDS for the services described in this SOW which shall be in accordance with the pricing documented in Attachment A.

2.6.2 Travel Costs

Travel and other additional expenses shall be authorized in writing in advance by Genuity.

2.7   Responsibilities

2.7.1   GTEDS Responsibilities

GTEDS shall provide application-specific subject-matter expertise as requested by Genuity. Examples include Remedy, TBS, and Smallworld.

The subject-matter consultant will participate in activities including but not limited to:
- Requirements sessions
- High Level Design
- Detailed Design
- Code and Unit Test
- Linkage Test
- System Test
- User Acceptance Test
- Documentation
- Architecture and other Technical issues
- Transitioning of project responsibilities
- Training on existing systems architecture and internals

These resources will possess prior application-specific experience.

2.7.2   Genuity Responsibilities

- Genuity workstation desktop support
- Desktop application interoperability testing
- Reporting incidents to the National Support Center
- A representative of the customer is required to be available to GTEDS when GTEDS is performing services, whether those services are being performed via telephone or at the customer's site.
- The customer must provide failure analysis including pertinent data such as logs, reports, and data not otherwise available to GTEDS.

2.8   Key Personnel

GTEDS shall assign the following Key Personnel to participate on this Statement of Work.

To be provided upon request.

2.9   Contacts

Title:	Genuity Project Manager	Title:	GTEDS Project Manager
Name:	Dan Long	Name:	Dick Hamblin
Address:	70 Fawcett Street, Cambridge, MA 02138	Address:	919 Hidden Ridge, Irving, TX 75038
Telephone:	617-873-2766	Telephone:	972-507-2086
Fax:	617-873-5088	Fax:	972-507-2065

2.10 Reporting Requirements

Reporting Requirements will be documented at the request of Genuity per the individual consulting assignment.

3 Special Considerations

None.

4 Payment Terms / Invoice Requirements

GTEDS shall submit monthly invoices to Genuity showing fees accrued during the billing period. If Genuity determines that the invoice and the related documentation are complete and correct, Genuity will pay to GTEDS the amount due on the invoice within thirty (30) days after Genuity's receipt of the invoice and acceptance of the Services.

5 APPROVALS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below to be effective as of the date specified above.

GTE Data Service, Incorporated   Genuity Solutions Inc.

By - Signature   By - Signature

Printed Name   Printed Name

Title   Title

Date   Date

Approval authorizes GTEDS to proceed with performing and scheduling the work.

Attachment A

Pricing List

(list to be provided)

Statement of Work for GTEDS providing service to Genuity: TBS Releases

1.0 Management Summary

1.1 Introduction

This Statement of Work is appended to the Agreement for IT Transition Services ("Agreement") dated _____ by and between Genuity Solutions Inc. ("Genuity") and GTE Service Corporation and its affiliates and shall be governed by the terms and conditions thereof. The services described herein shall be provided by GTE Data Services Incorporated (GTEDS) for a period of the earlier of one year from the Effective Date of the IT Transition Services Agreement or the date of completion of the work. This Statement of Work may not be renewed.

1.2 Executive Summary

Genuity uses an operational support system called Telecom Business Solutions© (TBS) to accept new service orders and to design circuits for its customers. This system currently resides on GTEDS computers in a GTEDS data services center. MetaSolve, Inc., the company that supplies this system, periodically releases software improvements. This project calls for GTEDS to test and distribute those improvements for Genuity's use. Genuity does not yet have the staff expertise with TBS to perform this function. Genuity will train its staff and transition this system to Genuity's data center within one year of the execution of this statement of work.

1.3 Scope/Objective

This scope of work included the following deliverables:
- To Implement TBS Service Pack 4.2.1 (Phase I)
- To Implement TBS Service Pack 4.2.2 (Phase II)

1.4 Scope Requirements

Based on the information provided by Genuity regarding the TBS RELEASES, the scope of the project is as follows for 4.2.1 Service Pack. Service Pack 4.2.2 scope has not been identified by MetaSolv at this time:

Overall Enhancements:
- Performance and Usability for Query Windows
- Increased performance for Stored Procedures

Infrastructure:
- Additional Internet functionality

Order Management Subsystem:

- PSR to LSR mapping for BWCKT item Type(In support of DSL)
- Customer Proprietary Network Information(CPNI)
- Enhanced Internet Functionality-ownership of Inventory
- LSOG4 Compliance
- Update to PSR to LSR Mapping of LSNP(LSOG4)
- Centrex Resale Form
- Mapping of Combined Port and Loop Information
- Add Support for PBX Trunks, ISDN PRI and ISDN BRI
- CLO field on Design Lines
- Circuit cross-reference of LSR ECCKT to PSR Circuit
- LSR form Prints as One Print Job

Trouble Management Subsystem:

- Multiple External Referrals
- Enhanced Internet Functionality

Network Design subsystem:

- ATM/Frame Relay Service Interworking
- Automated Circuit support for Insert, Delete and Moves on A Ring

Service Provisioning Subsystem:

- Additional GIS (Geographical Information System) Functionality
- Group Assignment for DLC(Digital Loop Carrier)
- Condition Code Handling for Assignable Virtual port Addressees(For DLC)
- Ability to Redeem Reserved Physical Port Addresses at the Serving component(For DLC)
- Enhanced internet functionality

OSS Gateways/APIs:

- PSR Order Entry Enhancements
- Trouble API
- LARG enhancements
- Web Ordering Interface Enhancements.

1.5 Work Package Description Summary

- Received TBS 2000 Release Roadmap from MetaSolv
- TBS releases will be updated as mutually agreed to with Genuity.
-

1.6 Assumptions

- No other additional releases will be implemented in the year 2000 other then what has been identified in this SOW.

- All of the work performed hereunder shall be in accordance with the Service Level Agreement for the Application Enhancement and Development of even date herewith.

1.7 Roles and Responsibilities

GTEDS and Genuity team will have the following roles and responsibilities:

Phase	Activity	Responsibility	
		Primary	Secondary
Project Plan	Document Business Requirements	GTEDS	Genuity
	Develop and Maintain Project Plan	GTEDS	Genuity
	Identify Team Members	GTEDS	Genuity
Requirements Analysis	Conduct Kickoff Meeting	GTEDS	
	Schedule System Specification Meetings	GTEDS	
	Schedule Subject Matter Experts	Genuity	
	Conduct System Specification Meetings	GTEDS	
	Develop System Specification	GTEDS	
	Review/Approve System Specification	Genuity	
Design Solution	Develop DS	GTEDS	
	Review/Approve DS	Genuity	
Program Development	Develop Application	GTEDS	
System Testing	Develop Integration/Systems Test Plan	GTEDS	
	Conduct I/S Test	GTEDS	
	Develop User and System Documentation	GTEDS	
	Review/Approve User and System Documentation	Genuity	
User Acceptance Test	Develop Acceptance Test Plan	GTEDS	Genuity
	Develop Acceptance Test Cases	GTEDS	Genuity
	Conduct Acceptance Test	GTEDS	Genuity
	Approve Production Implementation Schedule	Genuity	GTEDS
Production Implementation	Installation of Release	GTEDS	Genuity

1.8 Proposed Solution

This project is for implementing future releases of TBS so that Genuity can take advantage of the technology improvements.

The TBS (Telecom Business Solution) went into production in Ft. Wayne and is used by GTE Telecom and Global Network Infrastructure (GNI) in December 1998. GTEDS currently has the Contract with MetaSolv for all aspects of the TBS System.

The TBS (Telecom Business Solution) System is a stand-alone system that provides order management, workflow management, inventory management and network design capabilities. TBS software system sends and receives ASR, LSR, PSR and ISR forms.

PSR Module (Product Service Request) is an ordering engine that allows users to order and provision products which allow customers to create customer accounts, set up product catalog for line, circuit, and non-premise products as well as order and provision products from the catalog for customers.

1.9 **Milestone Schedule**

Milestones	Responsible Party	Due Date (dd-mm-yy)
SOW Estimate Submitted for Review	GTEDS	04/01/00
Approval to proceed	Genuity	04/06/00
System Test	GTEDS	04/20/00
Delivery to Customer	GTEDS	04/21/00
User Acceptance Test	Genuity	05/10/00
Sign-off/Acceptance Phase I	GTEDS and/or Genuity	05/15/00
Phase II Milestones	GTEDS and Genuity	TBD
Complete Phase II		No later than one year from execution of SOW

After Genuity approves the SOW and provides the authorization to proceed, GTEDS will schedule all final due dates and provide an implementation plan, in addition to this matrix, that shows the logical sequences of events and key milestones. Key milestones on the critical path shall be closely monitored by GTEDS to ensure that schedule risk is minimized and alternate paths and/or solutions are available if needed.

If this SOW is to be part of a release package, GTEDS will provide a complete schedule after Genuity identifies all work to be contained in the release. Additional charges for infrastructure or other release packaging charges will be identified and presented at the time of final packaging.

1.10 **Deliverables**

Genuity's Deliverables:

- Genuity shall participate in the creation of the TBS RELEASES Project Plan.
- Genuity's Project Manager will be responsible for the milestones assigned to Genuity and will participate in all management activities associated with the implementation of this SOW.

GTEDS' Deliverables:

- GTEDS shall prepare and deliver the following to Genuity in accordance with the requirements of this SOW: CD's and Updated Website for LAN Distribution of Software.

1.11 Personnel:

Role Definitions for GTEDS and Genuity are as follows:

Project Manager
- Day to day management and production of stage-end deliverables
- Reporting, Scheduling, and Monitor status reports
- Issues to the project team
- Ensures that the main interests being served by the project team are properly represented at the working level
- Provides continuity in the day to day coordination of the project especially if there are changes in staff

Technical Team
- Ensures that the technical quality of the deliverables are being produced and are consistent with the overall technical strategy of the corporation
- Assists in identifying all the technical tasks and standards that need to be followed
- Identifies and allocates technical resources to facilitate the production of project deliverables

Customer Representative
- Allocates business resources to the project team and ensures that the project's results will work in the operational level of the business

Project Team
- Participate in the entire project implementation
- Provide project status to Project Manger
- Complete task assignment (i.e., project plan assignment)
- Provide project deliverables
- Issues/action items resolutions
- Participates in weekly core team calls
- Provide project estimates
- Participate in scheduled project meetings

Business Team
- Defines requirements
- Ensures that the operational interests of the business are being fully represented in the day-to-day operations of the project
- Helps identify who from the business areas can add value to the project team

Key Resources
- Provide expert knowledge in specific business or technical area
- Contribute to the creation of stage deliverables by providing information and review stage end deliverables

Technical Support
- Ensure system is up and running
- Installations

Network Support
- Provides expert knowledge and support for the implementation of the project on the organization's LAN

Process Coordinator
- Ensures quality of the technical deliverables produced
- Assists in identifying all of the technical tasks and standards that need to be followed

Project Change Control Board
- Reviews all changes ensures that all impacts have been documented
- Approve changes that affect critical milestones

Genuity will ensure the following resources are assigned to support enhancement activities:
- Director, Business Process Specialist and TBS SME

GTEDS will ensure the following resources are assigned to support enhancement activities:
- IT Project and Program manager, Technical Lead, Production Support Specialist, Production support DBA, Long Term Planner, Testing Team.

1.12 Program/Contract Managers:

In addition to the Program/Contact Managers named in Supplement No. 1, the following have been named specifically for this SOW.

Title:	Genuity Project Manager
Name:	Jeanine Barker
Address:	5221 N. O'Connor BLVD, IRVING, TX 75039
Telephone:	972-791-4884
Fax:	972-791-3077

Title: GTEDS Project Manager
Name: Shoaib Khalid
Address: 919 Hidden Ridge M06D38, Irving, TX 75038
Telephone: (972) 507-4496
Fax: (972) 507-1272

1.13 Contract Type

This is a Time and Materials SOW.

1.14 Compensation Authorization

- This Statement of Work has an estimated 2110 hours with a total compensation of $381,900 as defined below:

Payment Deliverable	Authorized Payment
Labor	$290,250
Travel	$60,000
Computer Support	$31,650
Total	$381,900

Other Information:

1st Year Impact on COPS	$25,000

1.15 Travel

The following travel requirements are required for this SOW:
- GTEDS travel estimated costs 15 trips @ 2,000 per trip with a total of $30,000 per Service Pack Release for a year 2000 total of $60,000. Trips will be invoiced separately at cost.

1.16 Acceptance Criteria

GTE Data Services will ensure that the following criteria are met in the delivered product:
- GTEDS will provide complete functionality as specified in the Requirement and Conceptual Solution Document, as of the date of the approved SOW.
- GTEDS will retain documented functionality of previous Releases and SOWs where the functionality is unchanged.
- GTEDS will provide on configuration management resource for twenty-four (24) hours after delivery, to resolve configuration/distribution problems.

Genuity will provide documented acceptance criteria for this Statement of Work by April 30, 2000 to the GTEDS Project Manager.

1.16 Special Considerations

None.

1.17 Reporting Requirements

None.

2.0 Approvals:

Approval authorizes GTEDS to proceed with scheduling and performing the work.

This SOW pricing is valid for 30 days. If the SOW is not approved in 30 days, GTEDS reserves the right to alter or modify the schedule or the price of the work.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below to be effective as of the date specified above.

GTEDS   **Genuity Solutions Inc.**

By - Signature   By - Signature

Printed Name   Printed Name

Title   Title

Date   Date